

Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
One Rodney Square
PO Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000

Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
MCGUIREWOODS LLP
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

- and -

Chris L. Dickerson, Esq.
SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

Counsel to the Debtors and
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - - - - - - - - - - - x
:
In re: : Chapter 11
:
CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)
et al., :
:
Debtors. : Jointly Administered
- - - - - - - - - - - - - - - x

**ORDER PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a) AND
365(a) AND BANKRUPTCY RULE 6006 AUTHORIZING REJECTION OF
CERTAIN EXECUTORY CONTRACTS**

Upon the motion (the "Motion")¹ of the Debtors
for entry of an order, under Bankruptcy Code sections
105(a) and 365(a) and Bankruptcy Rule 6006, authorizing

¹ Capitalized terms not otherwise defined herein shall have the
meanings ascribed to such terms in the Motion.

the Debtors to reject certain executory contracts as set forth on the attached Exhibit A, including any amendments or modifications thereto and any and all schedules, supplements, addenda, statements of work or similar attachments thereto (collectively, the "Contracts"), and any guaranties thereof, as of the rejection date specified in Exhibit A for each Contract (the "Rejection Date"); and the Court having reviewed the Motion; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is GRANTED.
2. The Contracts and any guaranties thereof are hereby rejected as of the applicable Rejection Date. Nothing in this paragraph 2 shall preclude a

counterparty from seeking rejection damages against a guarantor of a rejected guaranty, in addition to such counterparty's right to seek rejection damages under the Bankruptcy Code.

3. Each counterparty to a Contract or any guaranty thereof shall have until thirty (30) days from the date this Order is entered on the docket to file a proof of claim on account any and all claims (as defined in the Bankruptcy Code) arising from or related to rejection of its Contract or guaranty.

4. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is hereby waived.

5. The Court retains jurisdiction to hear and determine all matters arising from or related to the implementation or interpretation of this Order.

Dated: Richmond, Virginia
March __, 2009

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
One Rodney Square
PO Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000

- and -

Chris L. Dickerson, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

- and -

/s/ Douglas M. Foley
Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
MCGUIREWOODS LLP
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

Counsel to the Debtors
and Debtors in Possession

CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I
hereby certify that the foregoing proposed order has
been endorsed by or served upon all necessary parties.

/s/ Douglas M. Foley
Douglas M. Foley

EXHIBIT A

(List of Executory Contracts)

EXHIBIT A
Contracts

| Contract Counterparty | Contract Type | Contract Description ¹ | Contract Effective Date | Rejection Date | Address |
|--|--|---|-------------------------|----------------|--|
| 360 Commerce | License Agreement | Master License Agreement | 8/5/04 | 04/01/09 | 11400 Burnet Rd. Ste 5200, Austin, TX 78758 |
| Altova GmbH | License Agreement | End User Software License Agreement | unknown | 04/01/09 | Rudolfsplatz 13a/9, A-1010 Wien, Austria |
| Applied Predictive Technology | Services Agreement | Consulting Agreement | 1/31/05 | 03/20/09 | 901 N. Stuart St. Ste 1100, Arlington, VA 22207 |
| Arise Virtual Services, Inc. | Services Agreement | Master Services Agreement (Call Center) and all amendments and addenda thereto | 9/10/07 | 03/20/09 | 3450 Lakeside Dr. Ste 620, Miramar, FL 33027 |
| Astea International, Inc. | Services Agreement | Alliance Enterprise License and Support Agreement and all amendments, addenda and schedules thereto | 9/25/02 | 05/31/09 | 455 Business Center Dr., Horsham, PA 19044 |
| Borland Software Corporation | Services Agreement | Support & Maintenance Together Concurrent User | unknown | 04/01/09 | Dept. 33630, PO Box 39000, San Francisco, CA 94139 |
| Compass Group USA, Inc. | Service/Vendor Agreement | Food Service Agreement (Eurest Services) and all amendments thereto | 8/13/04 | 03/20/09 | 2400 Yorkmont Rd., Charlotte, NC 28217 |
| Computer Associates, Inc. f/k/a CA, Inc. | License Agreement | Order Form and Addendum with all amendments thereto | 3/10/06 | 04/01/09 | One CA Plaza, Islandia, NY 11749 |
| Comsys Information Systems Technology Services, Inc. | Services Agreement | Vendor Management Service Agreement and all amendments and addenda thereto | 8/2/07 | 03/20/09 | 4400 Post Oak Pkwy, Ste 1800, Houston, TX 77027 |
| Comsys Services, LLC | License Agreement | End User License Agreement for VMA: Vendor management system license and implementation. | 8/7/07 | 03/20/09 | 4400 Post Oak Pkwy, Ste 1800, Houston, TX 77027 |
| Comsys Services, LLC | Services Agreement | Master Services Agreement and all amendments, SOW's and addenda thereto | 7/21/06 | 03/20/09 | 4400 Post Oak Pkwy, Ste 1800, Houston, TX 77027 |
| Connect3 Systems, Inc. | Services Agreement | Master agreement and all amendments, SOW's and addenda thereto | 1/12/06 | 04/10/09 | 11100 E. Artesia Blvd, Ste A, Cerritos, CA 90703 |
| Easy2.com, Inc. | Services Agreement | Content Provider Agreement | 1/24/08 | 03/20/09 | 1220 Huron Road, 7th floor, Cleveland, OH 44115 |
| eGain Communications Corp. | Software License and Service Agreement | Software License and Service Agreement and all amendments, addenda and attachments thereto | 8/7/07 | 03/20/09 | 345 E. Middlefield Rd., Mountain View, CA 94043 |
| Endeca Technologies, Inc. | Services Agreement | Lic., Sup. & Implementation Svc Agmnt and all amendments, SOW's, order forms, and addenda thereto | 12/17/03 | 03/20/09 | 55 Cambridge Pkwy, Cambridge, MA 02142 |

¹ Contracts include any amendments or modifications thereto and any and all schedules, supplements, addenda, statements of work or similar attachments thereto.

EXHIBIT A
Contracts

| Contract Counterparty | Contract Type | Contract Description ¹ | Contract Effective Date | Rejection Date | Address |
|--|----------------------------------|---|-------------------------|----------------|--|
| HighJump Software | Services Agreement | Master Services Agreement and all amendments, SOW's and addenda thereto | 11/29/07 | 03/20/09 | 6455 City West Pkwy, Eden Prarie, MN 55344 |
| ILOG, Inc. | Services Agreement | Master Services Agreement and all amendments, SOW's and addenda thereto | (no date) | 03/20/09 | 1195 West Fremont Ave, Sunnyvale, CA 94087 |
| Infogain Corporation | Services Agreement | MSA and all amendments, SOW's and addenda thereto | 8/27/07 | 03/20/09 | 475 Alberto Way, Los Gatos, CA 95032 |
| Informatica Corporation | Services Agreement | Master agreement and all amendments, SOW's and addenda thereto | 9/28/05 | 04/01/09 | 2100 Seaport Blvd., Redwood City, CA 94063 |
| Interactive Communications International, Inc. | Merchandising Agreement | Amended and Restated Software Application and Services Agreement (DirecTV Product Support) and all amendments and addenda thereto | 9/1/07 | 03/20/09 | 250 Williams Street Ste M-100, Atlanta, GA 30303 |
| Interactive Communications International, Inc. | Advertising/ Marketing Agreement | Master Distibution and Services Agreement | 9/15/06 | 03/20/09 | 250 Williams Street Ste M-100, Atlanta, GA 30303 |
| International Business Machines Corp. | Services Agreement | CCR 15 | unknown | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCR 15 Amendment 1 - Tablet Support | 6/1/08 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCR 17 | 11/1/07 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCR 17 Amendment 1 | unknown | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCR 17 Amendment 2 Extension of DPS Legacy Support | 10/1/08 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCR 19 | unknown | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCR 19 - Amend 1 - Extension of Support for Puerto Rico locations | 7/1/08 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCR 4 | unknown | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCR 4 - Addendum 1 | 11/21/07 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCR 9 | unknown | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCS0023 - Tcomm for 3369 | 6/29/07 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |

¹ Contracts include any amendments or modifications thereto and any and all schedules, supplements, addenda, statements of work or similar attachments thereto.

EXHIBIT A
Contracts

| Contract Counterparty | Contract Type | Contract Description ¹ | Contract Effective Date | Rejection Date | Address |
|---------------------------------------|--------------------|--|-------------------------|----------------|---|
| International Business Machines Corp. | Services Agreement | CCS0024 - Tcomm for 3366 | 6/28/07 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCS0038 - PlumChoice | 8/20/07 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCS0043 - TSS Support for Call Center | 1/2/08 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCS0043 - TSS Support for Call Center (PCR 1) | 1/10/08 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCS0065 - Firedog Switch Implementation | unknown | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCS10111 - Powerchute in ISG's | 9/8/08 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCS10124 - Poconos Dist Center Server Production Environment | unknown | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCS10127 - Broadband Circuits | 3/19/08 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCS10169 - rPOS 400 Store Capacity | unknown | 04/06/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCS10172 Broadband circuits - City stores to learning stores | 6/20/08 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCS10179 Broadband Circuits City Stores to Learning Store (3864) | 6/20/08 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCS10201 Weekend Support for store switches | 10/6/08 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCS10210 - Broadband circuit for loc 4323 | unknown | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCS10211 - Broadband circuit for 3844 | unknown | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCS10212 Broadband circuits for loc 3100 | 10/6/08 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | CCS10222 MRS Support for ICM WAN | 9/5/08 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | Lease renewal on iSeries servers | 9/8/08 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | Rational BuildForge | 3/31/08 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |
| International Business Machines Corp. | Services Agreement | rPOS AMS PCR 14 | 7/1/07 | 03/20/09 | 1 New Orchard Road; Armonk, New York 10504-1722 |

¹ Contracts include any amendments or modifications thereto and any and all schedules, supplements, addenda, statements of work or similar attachments thereto.

EXHIBIT A
Contracts

| Contract Counterparty | Contract Type | Contract Description ¹ | Contract Effective Date | Rejection Date | Address |
|---------------------------------|----------------------------------|--|-------------------------|----------------|---|
| Interwoven | Sales Agreement | Standard Sales Agreement for eWorkspace content management system | 12/21/06 | 03/20/09 | 803 11th Avenue, Sunnyvale, CA 94089 |
| Invision Power Services, Inc. | Services Agreement | Forum Hosting Agreement | 5/8/08 | 03/20/09 | 1115 Vista Park Drive Ste C, Forest, VA 24551 |
| Jason Bjork | Services Agreement | Letter Agreement for services. | 1/25/08 | 03/20/09 | 3952 Xenwood Ave South, St. Louis Park, MN 55416 |
| JDA Software, Inc. | Services Agreement | Master Services Agreement and all amendments, SOW's, schedules and addenda thereto | 12/29/05 | 03/20/09 | 14400 N. 87th Street, Scottsdale, AZ 85260-3649 |
| Kronos Incorporated | Services Agreement | Master Services Agreement and all amendments, SOW's and addenda thereto | 5/31/07 | 03/20/09 | 297 Billerica Rd., Chelmsford, MA 01824 |
| Kronos Incorporated | Services Agreement | Sales, Software License and Services Agreement: Software for Workforce Management and all amendments and addenda thereto | 6/7/07 | 03/20/09 | 297 Billerica Rd., Chelmsford, MA 01824 |
| MicroStrategy | Services Agreement | Price Quote and Purchase Agreement and all riders thereto | 9/10/08 | 04/01/09 | 1861 International Drive, McLean, VA 22102 |
| MicroStrategy | Services Agreement | Price Quote and Purchase Agreement and all riders thereto | 6/22/08 | 04/01/09 | 1861 International Drive, McLean, VA 22102 |
| Nielsen Media Research Inc. | Advertising/ Marketing Agreement | National Advertiser Service Agreement and all amendments and addenda thereto | 4/1/06 | 03/20/09 | 150 North Martingale Road, Schaumburg, IL 60173 |
| Nielsen Media Research Inc. | Advertising/ Marketing Agreement | Nielsen Advertiser Services All Local Markets TV Agreement and all amendments and addenda thereto | 1/1/04 | 03/20/09 | 150 North Martingale Road, Schaumburg, IL 60173 |
| Prosite Business Solutions, LLC | License Agreement | End User Software License Agreement, as subsequently amended | 4/20/06 | 03/20/09 | 732 3rd Street, New Martinsville, WV, 26155 |
| Reflexis Systems, Inc. | Services Agreement | Master Professional Services Agreement and all schedules thereto | 4/20/05 | 04/01/09 | 1420 Providence Highway, Ste 266, Norwood, MA 02062 |
| Ruscomp, Inc. | License Agreement | Software License Agreement ; Corporate Maintenance App (TMS World), Monthly Support & maintenance contract | 5/22/02 | 03/20/09 | 12765 W. Forest Hill Blvd. Ste 1319, Wellington, FL 33414 |
| SAP Retail, Inc. | License Agreement | Software License Agreement and all amendments, addenda, schedules and related and ancillary agreements | 8/20/08 | 03/20/09 | 3999 West Chester Pike, Newton Square, PA 19073 |

¹ Contracts include any amendments or modifications thereto and any and all schedules, supplements, addenda, statements of work or similar attachments thereto.

EXHIBIT A
Contracts

| Contract Counterparty | Contract Type | Contract Description ¹ | Contract Effective Date | Rejection Date | Address |
|--|--------------------------|--|-------------------------|----------------|--|
| ServicePower, Inc. | Services Agreement | Software Usage and Service Agreement: Scheduling optimization in support of Firedog. | 7/26/07 | 03/20/09 | 175 Admiral Cochrane Dr., Annapolis, MD 21401 |
| Sprint Solutions, Inc. | Services Agreement | Master Services Agreement and all amendments, SOW's and addenda thereto | 1/12/07 | 03/20/09 | 6391 Sprint Pkwy, Overland Park, KS 66251-2525 |
| Sterling Commerce, Inc. as successor in interest to Yantra Corporation | Services Agreement | General Services Agreement and all amendments, addenda, SOW's related thereto | 3/30/06 | 04/01/09 | 4600 Lakehurst Court, PO Box 8000, Dublin, OH 43016-2000 |
| StreamServe DS, Inc. | License Agreement | Software License and Maintenance and Support Agreement (955596696/04) and all amendments and addenda thereto | 9/17/04 | 04/01/09 | 3 Van de Graaff Drive, Burlington, MA 01803 |
| Sun Microsystems, Inc. | Server Maintenance | Maintenance for Sun servers per Support Agreement Schedule Number NK20232741 for period July 16, 2006 to July 15, 2009 | 6/21/06 | 03/20/09 | 4150 Network Circle, Santa Clara, CA 95054 |
| Sun Microsystems, Inc. | Services Agreement | Master Services Agreement and all amendments, SOW's and addenda thereto | 4/11/06 | 03/20/09 | 4150 Network Circle, Santa Clara, CA 95054 |
| TEKSystems, Inc. | Services Agreement | Master Services Agreement and all amendments, SOW's and addenda thereto | 3/15/06 | 03/20/09 | 7437 Race Road, Hanover, MD 21076 |
| TELESIGHT, Inc. | Procurement | Master Services Agreement and all amendments, SOW's and addenda thereto | 5/26/08 | 03/20/09 | 820 N Franklin Ste 200, Chicago, IL 60610 |
| TeleTech Holdings, Inc. | Services Agreement | First Amended and Restated Master Services Agreement (Call Center) and all amendments, and addenda thereto | 9/10/07 | 03/20/09 | 9197 S. Peoria Street, Denver, CO 80112-5833 |
| Thomson Reuters (Tax and Accounting), Inc. | Services Agreement | InSource/OnceSource Corporate Software and Services Renewal Contract | 12/17/08 | 03/20/09 | 2395 Midway Rd. Bldg 1, Carrollton, TX 75006-9769 |
| Time Warner Cable | Merchandising Agreement | Retailer Marketing Agreement and all amendments and addenda thereto (for Broadband Internet Service for resale) | 3/4/04 | 03/20/09 | 290 Harbor Drive, Stamford, CT 06902 |
| West Group | Service/Vendor Agreement | WestLaw Subscriber Agreement | 11/20/03 | 03/20/09 | 610 Opperman Drive, Eagan, MN 55123 |

¹ Contracts include any amendments or modifications thereto and any and all schedules, supplements, addenda, statements of work or similar attachments thereto.